

The Gazette of India

EXTRAORDINARY PART I—Section 1 PUBLISHED BY AUTHORITY

No. 102] NEW DELHI, TUESDAY, JUNE 26, 1962/ASADHA 5, 1884

MINISTRY OF COMMERCE AND INDUSTRY

PUBLIC NOTICES

IMPORT TRADE CONTROL

New Delhi, the 26th June 1962

SUBJECT:—Imports from U.S.A. of commodities, equipment and the like under non-project D.L.F.

No. 73-ITC(PN)/62.—Attention of the importers is invited to one of the conditions imposed on import licences for non-ferrous metals issued under the AID are required to obtain a certificate from the suppliers in the U.S.A. whereby they are required to obtain a certificate from the suppliers in the U.S.A. that:—

- (i) the commodity supplied was processed in the U.S. into commercial products sold to the importer;
- (ii) the supplier is a U.S. citizen, corporation, etc. under the laws of U.S.; and
- (iii) the supplier is not more than 49% owned by stock-holders who are not citizens of the U.S.

It has now been decided to remove the above condition that the supplier is not more than 49% owned by stock-holders who are not citizens of the U.S. The importers who have received or who may receive licences as established importers and Actual Users in respect of non-ferrous metals from the U.S.A. under non-project loans granted by the Agency for International Development of the U.S.A. should obtain a certificate from their U.S.A. suppliers as in the form attached with this Public Notice and submit the same to the Ministry of Finance (Department of Economic Affairs), New Delhi, along with other documents.

2. The importers of all other commodities, equipment and the like financed by the U.S.A. under non-project D.L.F. may also obtain a certificate in the form attached to this Public Notice from their U.S.A. suppliers and submit the same to the Ministry of Finance (Department of Economic Affairs), New Delhi, along with other documents.

Certification of United States origin.

The supplier hereby certifies that:

- (i) The commodities listed on the attached invoice were processed in the United States into the commercial product sold to the importer.
- (ii) The supplier is a United States citizen or a corporation, partnership or other association created under the laws of the United States.

Date

Authorized signature.

Title

Place Executed (City, State, Country)
(1051)

SUBJECT:—*Import of machinery, components thereof, equipment, other commodities and raw materials from the U.S.A. under the U.S. Economic Development Loan Fund now known as A.I.D.*

No. 74-ITC(PN)/62.—This public notice sets out the conditions applicable to import licences granted for non-project imports against financing by loans from the U.S. Agency for International Development under the reimbursement procedure.

2. Licences issued against applications in terms of the import policy for the April 1962—March 1963 period will be subject to these conditions. The provision for collection of documents by authorised dealers in foreign exchange set out in condition (vi) will, however, also apply to payments made hereafter against licences already issued under the A.I.D. (formerly D.L.F.) programme on reimbursement basis.

**APPENDIX TO MINISTRY OF COMMERCE AND INDUSTRY PUBLIC NOTICE
No. 74/62 DATED 26TH JUNE, 1962.**

Terms and conditions governing the issue of import licences under the United States Economic Development Loan Fund Programme.

- (i) The licence will be valid for the import of goods of U.S. origin and from U.S.A. only. All contracts for supply should be entered into with the U.S.A. suppliers only. Supply of non-ferrous metals from Bond in U.S.A. will not make purchase ineligible if as a result of the processing of non-ferrous metals in Bond in U.S.A. a commercially recognised new commodity results and if the commodity belongs to the supplier who is a U.S. citizen or a corporation, partnership or other Association created under the laws of the United States.
- (ii) The importer should obtain from the U.S.A. Supplier Certification of United States origin as in the form attached as Annexure I and submit it to the Ministry of Finance (Deptt. of Economic Affairs) along with other documents mentioned in Annexure V.
- (iii) Except as indicated in clause (iv) below, before placing or agreeing to place any order of \$ 5,000 or more under the licence the licensee shall fully execute the form (Annexure II) titled "Notice to U.S. Business" regarding proposed procurement of goods, and shall submit it, in quadruplicate, to the Ministry of Commerce and Industry (Aid Section) New Delhi within 15 days of the receipt of the licence for approval. To the extent possible, specifications according to U.S. standards shall be indicated for all items sought to be imported and where U.S. specifications are not known full description of the goods should be given. These details should be given in the English language. As required by the Agency for International Development, the importer shall not place or agree to place any order with the supplier in an amount exceeding \$ 5,000 under the Import Licence until 30 days have elapsed from the time that the "Notice to U.S. Business" reaches the Agency for International Development, Washington. On submission by the importers of the "Notice to U.S. Business", the importers will be advised by the Ministry of Commerce and Industry the date upto which they shall defer placing final orders. On the expiry of this waiting period and subject to their receiving no further communication either from the Ministry of Commerce and Industry or the A.I.D. Washington, the importers may finalise orders with their suppliers. The importer is cautioned that splitting the licensed value so as to reduce the value of each order to less than \$ 5,000 for the purpose of evading the requirements of reporting to the A.I.D., Washington, will be a cause for the immediate cancellation of the licence.
- (iv) The A.I.D. may at its sole discretion reduce the 30 days waiting period or waive this requirement pursuant to a written application by the importer in the case of procurement of proprietary items—i.e. items which are part of an existing plant or are required for the extension of an existing plant, for which orders must be placed on the original suppliers for technical reasons, or machinery and spare parts or items for which the purchaser is a franchised dealer, assembler or processor. For this purpose the importer may apply through the Ministry of Commerce and Industry (Aid Section) to the Chief, Loan Operations, South Asia, Deptt. of State, Agency for International Development, Washington while submitting the form of "Notice to U.S. Business." Such requests should contain full justification for the

requested "waiver" and should be supported by documentary evidence wherever necessary. In no case, such requests for "waiver" should be sent direct to A.I.D. Requests for grant of "waiver" from importers who are the exclusive representatives or agents, subsidiaries, affiliates, or exclusive distributors of products supplied by a certain principal, and/or are bound by a contractual agreement to buy certain kinds or types of products only from that one supplier should be supported by a statement from the supplier similar to the following:—

"We certify that (full name and address of Importer) is bound by contractual agreement to purchase his requirements of (name or description of commodity or product) only from (name of supplier); that our agreement prevents his purchasing other brands of this commodity, or products from other suppliers, and that he cannot, therefore, consider competitive offers."

- (v) In the case of the purchase of certain commodities (except general purpose components) mentioned in Annexure III, the submission of the form of "Notice to U.S. Business" mentioned in clause (iii) above is not necessary. However, before placing or agreeing to place any order with the U.S. suppliers for these commodities the licensee should obtain and consider quotations from a reasonable selection of the U.S. suppliers mentioned in Annexure IV, in addition to those of any other suppliers whom they may already know, in making a final award. The orders as finalised should conform to the provisions of the first sentence of clause (viii) below.
 - (vi) Payments against the import licences may be made by the Importers through Authorised Dealers in foreign exchange in India in the normal manner. The Importers shall indicate in their contracts with U.S. suppliers that certain documents required by the Agency for International Development Washington have to be submitted by the supplier to the importers, these documents are indicated in Annexure V. The authorised dealers in foreign-exchange while opening Letters of Credit against A.I.D. import licences would also call for these documents. When bills drawn under the Letters of Credit are paid by the drawee and the amount remitted to the U.S.A., these documents would be separated and pinned together and forwarded by the Dealers in Foreign Exchange direct to the Ministry of Finance, Economic Affairs Deptt. (Economic Aid Accounts Section) New Delhi, with the particulars of the relative import licence duly noted on each of these documents. In the cases where bills are received by the Authorised Dealers in Foreign Exchange on collection basis to cover imports, the proceeds of the bills would not be remitted unless the drawees (the importers) furnish to the authorised dealers in foreign exchange these documents for forwarding to the Ministry of Finance (DEA) Economic Aid Accounts Section. This will, however, not absolve the importers from the responsibility of submission of proper documents. The procedure of collection of documents by the Authorised Dealers in foreign exchange will not apply to imports of sulphur.
 - (vii) Within a fortnight of the placement of orders, a report should be sent to the Ministry of Commerce and Industry (Aid Section), New Delhi supported by the following information/documents:—
 - (a) No. date and value of the licence;
 - (b) Value of orders placed and accepted by the supplier;
 - (c) Name and address of the supplier;
 - (d) General description of the equipment to be imported;
 - (e) A copy of the order placed on the supplier and of his acceptance.
- Any change in the terms of the order should be intimated promptly to the Ministry of Commerce and Industry (Aid Section).
- (viii) The goods should be procured at reasonable prices which should normally approximate the lowest competitive export market price, quality, time and cost of delivery and other factors considered. Prices for such goods which are purchased in bulk shall not exceed the market price prevailing in U.S.A. at the time of purchase, adjusted for differences in the cost of transportation to destination, quality and terms of payment. The prices at which contracts are concluded by the importer will be subject to check by the Indian Government. Any contracts entered into in violation of the conditions of this paragraph will render the licence liable to cancellation. Goods imported

under this import licence shall be used only for the purposes for which the import licence is issued and/or in accordance with such conditions as may hereafter be prescribed by Government. The importer shall promptly furnish to the Ministry of Commerce and Industry all relevant information concerning details of purchase and the use of goods obtained under the import licence.

- (ix) It should be ensured that at least 80 per cent of the total tonnage of all orders (computed separately for dry bulk carriers, dry cargo liners and tankers) should be shipped on U.S. flag commercial vessels to the extent such vessels are available at fair and reasonable rates for U.S. commercial vessels. When no U.S. ships are available due to these being no vessels sailing from the particular port of exit in the U.S.A. to the desired port of entry in India in the month in which shipment is to be effected or due to non-availability of cargo space in the vessels that may be available or due to other causes, importers/suppliers should obtain non-availability certificate about U.S. vessels from the Agency for International Development, Department of State, Washington, D.C.
- (x) The goods not shipped on U.S. flag vessels should be shipped on Indian vessels to the extent that such Indian vessels are available at competitive and reasonable rates of freight. When no Indian vessel sailing from the particular port of exit in the U.S.A. to the desired port of entry in India is available at competitive and reasonable rates, a certificate may be obtained by the importers/suppliers from the Indian shipping company/companies operating at the port of exit in the U.S.A. or from the Secretary, Shipping Co-ordination Committee, New Delhi. If the non-availability of Indian ships at competitive and reasonable rates is established in this manner, importers/suppliers may ship the goods in non-Indian ships.

Where ships other than U. S. and Indian flag vessels are used, these should be vessels of countries included in code 899 of the I.C.A. Geographic Code in effect at the time of shipment. The Code includes all countries except the following:

The Union of Soviet Socialist Republics, Albania, Bulgaria, Czechoslovakia, East Germany, Hungary, Poland, Rumania, China (Mainland), Cuba and the Dominican Republic.

For sulphur imports these shipping conditions have been modified as a result of undertakings given by the importers concerned to Government. Collector of Customs will not see to the compliance of these shipping conditions in respect of sulphur imports.

- (xi) Marine insurance may be effected either with U.S. or Indian Insurance Companies. In respect of insurance covered with Indian Insurance Companies, insurance premium shall be payable in rupees.
- (xii) Claims for deficiency in quality and specifications, for defective goods, shortlandings, damages, etc. with the Suppliers/Steamer Companies shall be settled in dollars, the payment being remitted by the supplier to the concerned bank in India of the Importer. There is, however, no objection to claims arising out of shortlandings of packages, damages to goods, while in transit with shipping companies, being settled by the shipping companies' representatives in India in rupees. Immediately upon the settlement of claims, the importer should notify the Ministry of Commerce and Industry (Aid Section), New Delhi all the details of such payment and also furnish a certificate from the Indian bank that the necessary foreign exchange earned in connection with the settlement of the claims has been received in India. A copy of the report to the Ministry of Commerce and Industry and a copy of the certificate of the Indian bank should be sent to the Ministry of Finance (Department of Economic Affairs, Economic Aid Accounts Section), New Delhi. In addition a quarterly statement as in the form enclosed as Annexure VI should be rendered to the Ministry of Commerce & Industry (Aid Section) along with the other quarterly reports indicated in clause (xiv) below. It is imperative that importers should receive the claims in India and should in no case arrange for their being credited to their accounts, if any, with the suppliers/shipping companies abroad.

- (xiii) The importer shall make arrangements with his suppliers to comply with the requirement regarding marking of the commodities imported as set out in Annexure VII.
- (xiv) The importer shall maintain books and records adequate to identify the items financed under the loan; to disclose their costs and their use, to show the nature and extent of solicitation of prospective suppliers and the basis for the award of the contracts or orders involved and to indicate the progress in their utilisation. Such books and records shall be maintained until such period as AID may indicate in the loan agreement or Implementation Letter. The importer shall enable the authorised representatives of the AID to inspect the utilisation of all items financed under the Loan and the records and books maintained in that connection and shall afford all reasonable opportunity and assistance to them for such examination. The importers shall submit to the Commerce and Industry Ministry, (Aid Section), New Delhi with copy endorsed to the Ministry of Finance (Department of Economic Affairs, Economic Aid Accounts Section, New Delhi) quarterly reports for each calendar year giving details of (i) procurement and utilisation; (ii) Ocean Shipping and (iii) Orders or contracts for \$ 50,000 or more in the forms attached as Annexure VIII to XI. These reports shall be submitted within ten days after the expiry of the quarter under report.
- (xv) The importer should apprise the supplier of any special provisions in the import licences which affect the suppliers in carrying out the transaction.
- (xvi) It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the Importers and Suppliers.
- (xvii) The importer shall promptly comply with any directions, instructions or orders issued by Government regarding any and all matters arising from or pertaining to the import licences and for meeting the obligations under the agreement.
- (xviii) Breach or violation.—Any breach or violation of the conditions set forth in the clauses mentioned above will result in appropriate action under the Import/Export Control Act.

ANNEXURE I

Certification of United States origin.

The supplier hereby certifies that:

- (1) The commodities listed on the attached invoice were processed in the United States into the commercial product sold to the importer.
- (2) The supplier is a United States citizen or a corporation, partnership or other association created under the laws of the United States.

Date

Authorized signature.

Title

Place Executed (City, State, Country)

ANNEXURE II.

Notices to U.S. Business Regarding Proposed procurement of Goods.

- (1) D.L.F. Number and date of Loan Agreement.
- (2) Name of Borrower: The President of India.
- (3) Name and Address of Purchaser (if different from Borrower).

(4) Description of proposed purchase, with specifications stated in terms of U.S. standard, giving sizes, quantities basis of quotation (*e.g.*, whether quotations are to be on F.S. Port of Exit, C & F, or other basis), etc., and indicating any special conditions applicable to the purchase. Where description does not include details needed by suppliers to prepare quotations, the purchaser will indicate the address in the U.S. or abroad where such detail is available. The phrase "with specifications stated in terms of U.S. standards" means: expressed in terminology which is readily understandable by U.S. commercial trade and which will enable U.S. suppliers to submit quotations without further interpretation.

(5) Purchaser's Number, if any.

(6) Quotations will be accepted until _____ (date).

(7) Cabled quotations will () will not () be accepted. If yes, give cable address.

(8) Shipment date, if set.

Approved:

(Name of Purchaser)

Ministry of Commerce and Industry.

(Authorised Representative)

ANNEXURE III

List of items duly advertised in the Foreign Commerce Weekly of the U.S.A. for which licensing is against allocations of development wing/C.C.I. and E.

1. Non-ferrous metals (copper, zinc, aluminium and their alloys, and alumina).
2. Synthetic Rubber.
3. Compressors, ball bearings, and similar general purpose components.
4. Tyre cord, synthetic yarn.
5. Sulphur.
6. Rock Phosphate.
7. Carbon Black and Acetylene black.
8. Pulp including rayon grade pulp.
9. Cutting tools, small tools, abrasive grains.
10. Styrene monomer, phenol, cellulose acetate butyrate, rutile titaniumdioxide.
11. Calcined petroleum coke.
12. Rayon grade caustic soda.
13. Lubricants.

ANNEXURE IV

List of U.S. suppliers who have expressed their interest in the supply of non-ferrous metals.

Name of the Firm

1. M/s. Kaiser Aluminium & Chemical Sales, Inc.,
300, Lakeside Drive, Oakland 12,
California, U.S.A.—(Aluminium & Alumina).
2. M/s. Mercantile Metal & Ore Corporation,
595, Madison Avenue,
New York 22, N.Y.—(Copper, Zinc & Aluminium).
3. M/s. Reynolds Metals Co.,
Reynolds Metals Building,
Richmod 18, Virginia,
U.S.A.—(Aluminium).

4. M/s. Phillip Brothers India Ltd.,
70, Pine Street,
New York 5, N.Y., U.S.A.—(Copper & Zinc).
5. M/s. Brandeis Goldschmidt & Co., Inc.,
165, Broadway,
New York 6, N.Y.—(Copper & Zinc).
6. M/s. Inter-Continental Metal Corporation,
424, Madison Avenue,
New York-17—(Copper, Zinc & Aluminium).
7. M/s. South Wire Company,
Carrollton,
Georgia, U.S.A.—(Aluminium).
8. M/s. American Metal Climax Inc.,
Amco Division,
1270, Avenue of the Americas,
New York 20, N.Y.—(Copper, Zinc & Aluminium).
9. M/s. Metadist Inc.,
50, Broad Street,
New York-4—(Copper, Zinc & Aluminium).
10. M/s. Primary Metal & Mineral Corporation,
120, Wall Street,
New York-5, N.Y.—(Copper & Zinc).
11. M/s. Copper Range Company,
50, Rockefeller Plaza,
New York 20-N.Y.—(Copper).
12. M/s. International Metal Company,
120, Broadway,
New York 5, N.Y.—(Copper, Zinc & Aluminium).
13. M/s. Apex Smelting Co.,
Chicago, Illinois—(Aluminium).
14. M/s. C. Tennant Sons & Co. of New York,
100, Park Avenue,
New York-17, N.Y.—(Copper & Zinc).
15. M/s. H. Green & Co. Inc.,
61, Broadway,
New York 6, N.Y.—(Copper).
16. M/s. Aluminium Company of America,
230, Park Avenue,
New York 17, N.Y.—(Aluminium).
17. M/s. Harvey Aluminium,
1001, Connecticut Avenue, N.W.,
Washington 6, D.C.—(Aluminium).
18. M/s. Hatfield Wire & Cable Division,
Continental Copper & Steel Industries Inc.,
Hillside N.J. (U.S.A.)—(Copper & Aluminium).
19. M/s. Miles Metal Corporation,
One-Chase Manhattan Plaza,
New York-5, N.Y.—(Aluminium).
20. M/s. Titan Industrial Corporation,
711, Third Avenue,
New York 17, N.Y.—(Copper, Zinc & Aluminium).
21. M/s. The Eagle-Picher Company,
Chemicals & Metals Division,
American Building,
Cincinnati-1,
Ohio (U.S.A.)—(Zinc).

22. M/s. International Equipment Corporation,
3000, Connecticut Avenue,
N.W., Washington, 8, D.C.—(Copper, Zinc & Aluminium).
 23. M/s. Kennecott Sales Corporation,
101, East 42nd Street,
New York 17, N.Y.—(Electrolytic Copper Wire Bars).
 24. M/s. H. K. Porter & Co.,
Cie, S.A., New York—(Alumina).
 25. M/s. Empire Steel Trading Co., Inc.,
80, Wall Street,
New York 5, N.Y.—(Aluminium & Zinc).
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List of U.S. suppliers who have expressed interest in the supply of raw materials other than non-ferrous metals.

Synthetic Rubber and Rubber makers sulphur

M/s. Columbian Carbon International Inc.,
380, Madison Avenue,
New York 17, N.Y.

Butyle Acetate and Butyle Alcohol

M/s. International Chemical Corporation,
500, Fifth Avenue,
New York.

Fertilizers

1. M/s. Lobel Chemical Corporation,
165, Broadway,
New York 6, N.Y.
2. U.S. Phosphoric Products,
Post Office Box 3269,
Tampa 1, Florida.
3. M/s. South American Minerals and Merchandise Corporation,
425, Park Avenue,
New York 22, N.Y.

Carbon Black

1. M/s. Cabot Corporation,
125, High Street,
Boston 10
Massachusetts.
2. M/s. Columbian Carbon International Inc.,
380, Madison Avenue,
New York 17, N.Y.
3. M/s. International Equipment Corporation,
300, Connecticut Avenue,
N.W., Washington D.C.

Phosphates

U.S. Phosphoric Products,
Post Office Box 3269,
Tampa 1, Florida.

Rayon Grade Caustic Soda

M/s. C. P. Steuber & Co., Inc.,
390, Park Avenue,
New York 20, N.Y.

Wood Pulp.

WOOD PULP

	Dissolving	Bleached Sulphite Pa. Grds.	Unbl. Sulphite	Bleached & Semi-bl. Sulphate	Unbl. Sulphate	Soda
Alaska Lumber & Pulp Co., Inc. Sitka, Alaska	×					
Bowater Caroline Corp., Catawba, So. Caroline				×	×	
Bowaters Southern Paper Corp., Calhoun, Tenn.					×	
Brown Company, Berlin, New Hampshire	×					
Brunswick Pulp & Paper Co., Brunswick, Georgie				×		
Buckeye Cellulose Corp., Faley, Florida	×			×		
Champion Paper & Fibre Co., Pasadena, T.S.				×		
Chesapeake Corp. of Virginia, West Point Va.					×	
Container Corp. of America, Brewton, Alabama				×		
International Paper Co., Natenes, Miss	×			×		
" " Springhill La.				×	×	
Ketchikan Pulp Company, Ketchikan Alasket	×					
Marathon Southern Corp., Nahsola, Alabama				×		
Mead Corporation Kingsport, Tennessee						
Minnesots & Ontario Paper Company						
International Falls, Minns		×	×	×		
Puget Sound Pulp & Timber Co., Bellingham, Wash		×				
Rayonier Incorporated Fernandina, Florida	×	×				
" " Jesup, Georgia	×			×		
" " Hoquiam, Washington	×					
" " Port Angeles, Washington	×	×				
Riegal Pape Corporation, Poieme, North Carolina				×		
St. Marys Krait Corporation, St. Marys, Georgia					×	
St. Regis & Paper Company, Tacome, Washington				×	×	
Scott Paper Company, Everest, Washington	×	×				
Spaulding Pulp and Paper Co. Newberg, Oregon			×			
Union Bag Camp Paper Corp. Franklin, Virginia					×	
West Virginia Pulp & Paper Co. Luke, Maryland				×		
" " " " " Charleston, So. Car.					×	
Weyerhaeuser Company, Cosmopolis, Washington	×	×				
" " Everett, Washington	×	×		×		
" " Longview, Washington		×		×		

ANNEXURE V

Documents Required from Suppliers

For cost of goods including costs of freight and/or marine insurance where the supplier pays such costs either for his own or the buyer's account :

(1) One copy (or photostat) of the suppliers' detailed invoice showing quantity, description, gross sales price, net sales prices (after deducting all discounts and purchasing agents' commissions applicable) basis of delivery (i.e. F.O.B. vessel, F.A.S.) of the goods or services, and either;

- (a) Marked "paid" by the supplier, or
- (b) Endorsed by, or accompanied by a certificate of an officer of a banking institution indicating that payment has been made in the amount shown in the invoice.

(Where the suppliers' detailed invoice covered cost of ocean freight only, such invoice shall be executed by the supplier of the ocean freight and shall indicate instead of the quantity, description, sales prices and basis of delivery indicated above, the vessel, flag and the dollar and/or local currency cost of ocean freight and related transportation charges and either (a) marked "paid" by the supplier of the ocean transportation or (b) endorsed by, or accompanied by a certificate of, an officer of a banking institution indicating that payment has been made in the amount shown on the invoice. If the bill of lading (required by sub-paragraph 4(a) of this paragraph) meets the requirements of this sub-paragraph no invoice is required.

(2) In the case of goods shipped from a free port or bonded warehouse, the suppliers should endorse on, or attach to, the copy (or photostat) of the supplier's invoice, a statement indicating:

- (a) Shipment from either a free port or bonded warehouse, in accordance with the facts; and
- (b) the country or area from which the goods were shipped into such free ports or bonded warehouse.

(3) Evidence of shipment :

- (a) Bill of lading or substitute. One copy (or photostat) of ocean or charter party bill of lading, or airway bill, or parcel post receipt.
- (b) Bank certificate for shipments from United States. In the case of any commodity shipped from the continental United States (excluding Alaska (a certificate from the banking institution to the effect that it has been informed by the Approved Applicant or supplier that the sale is on an F.O.B. or F.A.S. basis and it is impracticable to furnish an ocean or charter party bill of lading, airway bill or parcel post receipt, and that either :

(i) Shipment document sent by bank. The banking institution has received a common carrier bill of lading, warehouse receipt, mate's receipt, master's receipt, deck receipt or domestic parcel post receipt (if in non-negotiable form, showing that the commodity has been consigned to or is being held for a person or organization designated by the approved applicant); it has delivered or sent the same, in accordance with the instructions of the approved applicant, to a person or organization designated by the approved Applicant; and it has in its possession a written undertaking of such person or organization (1) to arrange for ocean shipment and to deliver to the banking institution a copy (or photostat) of the ocean or charter party bill of lading, airway bill, or parcel post receipt or (2) if unable to arrange for ocean shipments within 90 days of the date of the undertaking to deliver to the banking institution a common carrier bill of lading or warehouse receipt in negotiable form for the commodity; or

(ii) Shipment document held by bank. The banking institution has received a common carrier bill of lading or warehouse receipt in negotiable form, and is in possession of the bank; it has been unable to deliver the same to a person or organization designated by the Approved Applicant against the written undertaking described in (1) of this sub-division, and it is holding the negotiable common carrier bill of lading or negotiable warehouse receipt except that if it becomes possible before any such instructions are received, it will proceed in accordance with (1) this sub-division.

(4) Three copies of the "Supplier's Certificate" and "Invoice and Contract Abstract" in Annexure XII signed by a responsible official of the supplier, covering the following :

- (a) The cost of the commodity, including the costs of ocean freight and/or marine insurance including war risk insurance when such costs are paid by the supplier for his own or the buyer's account to be executed by the supplier of the commodity.
 - (b) The cost of ocean freight to be executed by the ocean carrier.
 - (c) The cost of marine insurance including war risk insurance to be executed by the insurer, insurance broker, or underwriter.
- (5) Such additional or substitute documentation as may be specified.

ANNEXURE VI

Ministry of _____

Statement showing the claims preferred and settled towards shortlandings, damages etc. in respect of DLF Loans for the period ending _____

Serial No.	Loan No.	Name of Importer	Nature of claim whether for shortlanding, or damages etc.	Reference to order/shipment to which the claim relates	Name of Supplier/ Steamer Co. etc. in which claim has been preferred	Amount of claim preferred	Amount of claim recd./ settled (whether in rupees or foreign currencies to be indicated)	Whether the amount mentioned in Col. 8 has been received in India in U.S. dollars/or other foreign currency (to be specified)	Remarks
1	2	3	4	5	6	7	8	9	10

ANNEXURE VII

Marking requirements :

- (i) Goods must carry an emblem designed for this purpose. This identification shall be affixed by metal plate, decalcomania, stencil label tag, or other means depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblems placed on the commodities must be approximately as durable as the trademark or company or brand name affixed by the producer, the emblems on the shipping containers must be legible until they reach the consignee.

Size of emblem.—The size of the emblem may vary depending upon the size of the commodity, package or shipping container to be marked, but must be large enough to be clearly visible at reasonable distance.

- (ii) *Exception to the requirement.*—Raw Materials (including grain, coal petroleum, oil and lubricants) shipped in bulk, vegetable fibres packaged in bales, and semi-finished products which are not packaged in any way are, to the extent compliance is impracticable, excepted from the marking requirements of this section.

- (iii) The following guidance and interpretation is provided to ensure uniformity of interpretation by suppliers :

- (a) *Buildings, structures and major items of equipment confined to one site.*—A metal plate bearing the emblem is to be affixed in a suitable location on each structure; or emblems may be painted directly on to the structure, using good quality outdoor paints. The emblem to be applied to major items of equipments not confined to one site (such as automotive vehicles, railroad cars and engines, vessels dredges, bulldozers, graders, etc.) by means of waterproof paints or metal plates.

- (b) *Other items and packaged goods.*—Each item or shipping container will carry an emblem of the largest practicable size but at least as large as the supplier's name or trade mark.

- (iv) A list of U.S. suppliers of official Emblems is attached.

The importer shall instruct his suppliers to comply with these requirements.

DEVELOPMENT LOAN FUND

List of U.S. Suppliers of Official Emblem

The following firms have indicated that they stock this emblem in one form or another, or will produce it on order. This list is not to be regarded as restrictive in any way since obviously similar items can be produced by additional firms which are not known to this office. The names of such firms will, upon request, be added to subsequent lists.

J. M. Wright, Inc. 30N. LaSalle Street Chicago 2, Illinois 2530-18th St., San Francisco 10, 606 S. Hill St., Los Angeles 14.	Stocks emblem in wide range of sizes, following forms : labels : decals, aluminium foil ; tags ; stencils ; shipping cards ; adhesive tapes, stainless steel plates and aluminium plates, emblem etched, colored enamels overlaid and baked.
Unz & Company, Inc. 24 Beaver Street New York 4 ; New York.	Stocks emblem in wide range of sizes following forms ; labels ; decals ; tags ; stencils ; shipping cards ; aluminium plates emblem lithographed and baked varnished.
John Hughes Company 6119 Chillum Place, N.E. Washington 11, D.C.	Stock in various sizes : oil board stencils, adhesive tapes in rolls ; hand duplicator prints 2-colour emblem at one application ; labels.
North Shore Nameplate, Inc Bank of Manhattan Building, Bayside 61, New York.	Stocks pressure-sensitive waterproof tapable cut emblems on dispenser cards ; pressure-sensitive etched anodized aluminium foil emblems ; plastic tags.
Algene Marking Equipment Co. 232 Palisade Avenue Carfield, New Jersey.	Stock hand stamps which apply emblem in 2 colors, PA number and country, all at one application.

- Harlson and Company 39 East 21st Street New York furnish plastic tags from stock.
York 10, New York.
- Denney Tag Company West Chester, Pennsylvania Will produce tags only, of tag board and tag cloth, regular or wet strength, single or double eyelet.
- U.S. Tag & Ticket Co. 2217 Robb Street Baltimore 18, Maryland. Will produce tags only—similar to above.
- Nite-Brite Sign Co. 140 James Street, Bridgeport 4, Connecticut. Emblems for packing cases, 24" x 30" durable also "Scotchcal" emblems variety or sizes, both types pressure sensitive, require adhesive activator which is furnished with emblems.
- American Decalcomania Co. 15th & New York Avenue, N.W. Wash 5 DC 4334 W. Fifth Ave., Chicago, 24, Ill. Decals of various types, applied by water, cement heat, solvent, of pressure.
- Mc. Gregor Werner, Inc., 1040 Connecticut Ave., N.W. Washington 9, D.C. Aluminium foil emblems, labels, decals and shipping tags supplies from stock, other items on order.
- Kamuagraph Company Wilmington 99, Delaware. Various heat Transfer types for use on cloth, metal or paper.
- Jackmayer Label Corporation 855 Avenue of the Americas New York 1, New York. Various, heat transfer types for use on cloth, metal or paper.
- Chase Bag Company 399 W. Jackson Blvd. Chicago 6, Illinois. Bags; Burlap, cotton, heavy duty paper, multiwall, open mesh, canvas, etc., any size, with emblem printed in required colors.
- Bemis Bros. Bag Co. Second Ave., & 51st Street, Brooklyn 32, New York. Items similar to those in preceding listing.
- Fulton Bag & Cotton Mills Post Office Box 198 New Orleans 3, Louisiana. Items similar to those in preceding listing.
- Atlantic Bag Company, 429, S. Fifth Street, Brooklyn 11, New York. Items similar to those in preceding listing.
- Superior Bag and Burlap Co., 258 Browning Street, Norfolk, Virginia. Items similar to those in preceding listing.
- Consolidated Bag Co., 3435 Melvale Street, Philadelphia 34, Pennsylvania. Items similar to those in preceding listing.
- Maz Katz Bag Company 312 S. New Jersey Street, Indianapolis 4, Indiana. Items similar to those in preceding listing.
- Cupples-Hosse Corp., 4175 N. Kingshighway Blvd. St. Louis 15, Missouri. Will supply tags on order.
- Filman Labels, Inc. 1122 Vermont Ave., N.W. Washington 5, D.C. Will produce labels, tags and decals, on order.
- Aetna Decal. & Process Corp., 1023 Clinton Street Hoboken, New Jersey. Will supply decals, on order.
- Decalcomania Mfg. Co. 10341 Venice Blvd. Los Angeles 34, Calif. Will furnish decalcomanias and Scotchlite Reflective emblems from stock.
- Weco Press 735 Blake Avenue Brooklyn 7, New York. Will furnish labels (gummed or ungummed) on order.
- Ever Ready Labels Corp., 357 Cortlandt Street Belleville 9, New Jersey. Will supply labels, various types and sizes.
- George J. Mayer Co., Inc., 546 E. Market Street Indianapolis, Indiana. Makes metal emblems, on order only.
- American Emblem Co., Inc. P.O. Box 116, Utica 1, New York. Makes metal emblems, on order only.
- J. Ashby Green & Assoc., P.O. Box 2331, Custom House, New Orleans, Louisiana. Labels, stickers, tags etc. from stock.
- Walcott 214 S. Spring Street, Los Angeles 12, Calif. Supplies paper labels, various sizes from stock.
- Miller Dial and Wamp Plate Co. 4400 N. Temple City Blvd. El Monte, California. Will furnish metal foil emblems, or heavier type to order only.
- Cleveland Metal Specialties Co., 1753, East 21st Street, Cleveland 14, Ohio. Will produce metal emblems, to order only.

Addendum to list of U.S. Suppliers of Official Emblems

Dashew Business Machines, Inc. 1145 Nineteenth St., N.W., Washington 6, D.C.	Alloyed aluminium tags and plated in a variety of sizes.
Morse Decals, Inc., 1215 E. 14th Street, Los Angeles 2, Calif.	Heavily pigmented, silk-screened, water-mount decals, on order.
Lehman Printing and Litho Co., 300 Second Street, San Francisco, Calif.	Will produce labels only, on order.
Angelus-Pacific Co., 712 Grandview Street Los Angeles 5, Calif.	Will produce labels only, on order.
Mark Amdy, Inc. 145 Grand Avenue Street, Louis 22, Missouri.	Will produce perforated pressure sensitive type in rolls, on order.
Milmar Lithograph 1151 Folsom Street, San Francisco 3, Calif.	Supplies paper labels; Small Sizes, ungummed from Stock other sizes on order.
United Dealcomania Co. Inc. 613 N. Milwaukee Ave., Chicago 22, 111.	Supplies Decals, tags, labels & Shipping cards, on order only.
International Tag & Salesbook Co., Washington Building, Suite 422, Washington 5, D.C.	Tags of various types and sizes.
International Bag Company 2841 Broadway, New York 25, N.Y.	Bags; Burlaps, Cotton, heavy duty paper multi-wall, open mesh, canvas, etc. any size.
Abacrome Incorporated 455 West 45th Street New York 36, N.Y.	Furnished emblem banners for ships.
Robert Leewenstein 601 West 110 Street New York 25, N.Y.	Bags; Burlap, Cotton Heavy duty paper, multi-wall, open mesh, canvas, etc. any size, with emblem printed in required colours.
Amesh Harris Novelle Company 2800 Seventeenth Street, San Francisco 10, Calif.	Bags ; Burlap, Cotton, Multi-wall, open mesh, canvas etc., in many sizes carrying the I.C.A. emblems.

ANNEXURE VIII
RAW MATERIAL

Quarterly Procurement Report for the period *to* *1962*

Name of the Importer	Orders placed during this period (\$)	Cumulative orders placed (\$)	Deliveries made during this period (\$)	Cumulative deliveries made (\$)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

ANNEXURE IX

DEVELOPMENT LOAN FUND WASHINGTON 25 D.C.

Shipping Statement

Shipment from United States during the quarter ending ——— 1962.

SHIPMENTS ON U.S. FLAG VESSELS

Date of Report

Invoice No. & Date	Name of Vessel and Flag	Port of Exit	Port of Destination	Sailing or Bill of Lading Date	Description of Cargo	*FOB value of Cargo	Gross L.T. Weight	*Cost of Ocean Freight
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

TOTAL

*Expressed in U.S. Dollar Equivalents.

ANNEXURE X

DEVELOPMENT LOAN FUND WASHINGTON 25. D.C.

*Shipping Statement**Shipments from United States during the quarter ending — 1962*

Date of Report

SHIPMENTS ON NON-U.S. FLAG VESSELS

Invoice No. and Date	Name of Vessel and Flag	Port of Exit	Port of Destination	Sailing or Bill of Lading Date	Description of Cargo	*FOB Value of Cargo]	Gross L.T. Weight	*Cost of Ocean Freight
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

TOTAL

*Expressed in U.S. Dollar Equivalents.

ANNEXURE XI

DI-Financed Procurement

(Report only orders or contracts for \$ 50,000 or more)

1. Country.....
2. DLF Loan No.....
3. Name and address of supplier:
.....
4. Dollar value of order or contract.....
5. Date.....
6. Brief itemization of categories of equipment goods or services:
.....
7. Name and address of producer (if different from 3 above):
.....
8. Place of production (if different from 3 or 7 above):
.....
9. Estimated distribution of expenditure under the order or contract:
.....
- (a) U.S. \$
- (b) Other countries \$

ANNEXURE XII

Development Loan Fund Supplier's Certificate

The supplier hereby acknowledges notice that the sum indicated on the accompanying invoice as claimed to be due and owing under the terms of the underlying contract is to be paid out of funds made available by the United States under the Mutual Security Act, as in effect on the date hereof, and further certifies and agrees with The Development Loan Fund (DLF) as follows:

(1) The supplier is entitled under said contract to the payment of the sum claimed and he will promptly make appropriate refund to DLF upon request of the Development Loan Fund in the event of his non-performance, in whole or in part, under said contract, or for any breach by him of the terms of this certificate.

(2) Adjustment refunds or credits arising out of the terms of the contract or the customs of the trade shall be made direct to the buyer, but the supplier will promptly notify the Development Loan Fund concerning any such adjustment refunds or credits, so that the Development Loan Fund may obtain appropriate refund from the borrower. If an adjustment results in an additional charge to the purchaser, the supplier will promptly notify the Development Loan Fund of such additional charge.

(3) If the said contract is on a C & F (cost and freight) or a CIF (cost insurance and freight) basis, the supplier is entitled to payment of any ocean freight charges included in the sum claimed. The Supplier is entitled to payment of any ocean marine insurance premium charges included in the sum claimed.

(4) The supplier is the producer, manufacturer, processor, or exporter of, or a regular dealer in, the commodity, or furnishes the service covered by said contract and has not employed any person to obtain said contract under any agreement for a commission, percentage, or contingent fee, except to the extent, if any, of the payment of a commission to a bona-fide established commercial or selling agent employed by the supplier as disclosed on the reverse of this form.

(5) The supplier has not given or received and will not give or receive by way of side payment, "Kickbacks", or otherwise, any benefit in connection with said contract except as is disclosed on the reverse of this form, or as in the result of the adjustments referred to in paragraph 2.

(6) If the supplier is the producer, manufacturer or processor of a commodity, said contract is not a cost plus-a-percentage-of-cost contract.

(7) The supplier further certifies that to the best of this information and belief the purchase price does not exceed the export market price in the source country prevailing at the time of purchase.

(8) The supplier further certifies that (a) the purchase price does not exceed the price charged by him in a comparable sale of the same or a similar commodity (b) he has allowed all discounts, including discounts for quantity purchase and prompt payment, customarily allowed his other customers similarly situated.

(9) If the supplier furnishes only a service, he shall not be deemed to certify to paragraphs 7 and 8 but instead certifies that the rate indication the reverse of this form for the service rendered does not exceed the prevailing rate, if any, for similar services, or the rate paid to the supplier for similar services by other customers similarly situated.

(10) The supplier has filled in the applicable portions of the invoice-and-contract abstract on the reverse hereof, certifies to the correctness of the information shown, therein, and will furnish promptly to the Development Loan Fund at its request such additional information in such form as the Development Loan Fund may require concerning price or any other details of the purchase.

Date

Authorized signature (see instructions)

Title.

Place executed (city, state, country).

NOTE.—(a) Any amendments, deletions of applicable provisions, or substitutions will invalidate this certificate, (b) False statements herein are punishable by United States law (c) The word "Duplicate" must be written after signature on all signed copies other than the original.

INVOICE INFORMATION

INVOICE AND CONTRACT ABSTRACT

- | | | |
|------------------------------------|---|---------------------------------|
| 1. Loan Number | 3. Invoice Amt. after discount | 3. Source country |
| 4. Gross Long Tons | 5. Vessel Name | Bulk Berth Tanker |
| 6. Flag | 7. Port of Exit | 8. Date B/L |
| 9. Commodity or service in English | 10. Invoice Date | 11. Quantity |
| 12. Quantity Unit | 13. Unit Price | 14. Shipping Terms |
| 15. Supplier's Name, Address | 16. Class of supplier (Check one) | 17. Importer's Name and Address |
| | Manufacturer, Producer, or processor—Primary seller | |
| | Merchant exporter or other—Secondary Seller | |

INFORMATION AS TO AGENTS' COMMISSIONS, DOMESTIC AND FOREIGN

- | | | |
|----------------------|---------------|--|
| 18. Names of Agents. | 19. Addresses | 20. Commissions in Invoice Amt.
paid or to be paid. |
| | | \$ |
| | | \$ |
| | | \$ |

CONTRACT AND PRICE INFORMATION

- | | | |
|-----------------------|-----------------------------|---------------------|
| 21. Contract Date | 22. Contract shipping terms | 23. Contract Amount |
| 24. Contract Quantity | 25. Contract unit Price. | |

D. R. SUNDARAM,
Chief Controller of Imports & Exports.